

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
720 East Wisconsin Avenue, Milwaukee, WI 53202

This Authorization complies with the HIPAA Privacy Rule
**Authorization for Release of Health-Related Information
to The Northwestern Mutual Life Insurance Company**

Kenneth Wilson 12/31/1968
Name of Patient/Proposed Insured (please print) Date of Birth (MM/DD/YYYY)

I authorize any health plan, physician, health care professional, hospital, clinic, laboratory, pharmacy, medical facility, or other health care provider that has provided payment, treatment or services to me or on my behalf within the past 10 years ("My Providers") to disclose my entire medical record to The Northwestern Mutual Life Insurance Company (Northwestern Mutual) and its agents, employees, and representatives. This includes information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases. This also includes information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, but excludes psychotherapy notes.

By signing below, I acknowledge that any agreements I have made to restrict my protected health information do not apply to this Authorization and I instruct My Providers to release and disclose my entire medical record without restriction.

This protected health information is to be disclosed under this Authorization so that Northwestern Mutual may: 1) underwrite my application for coverage, make eligibility, risk rating, policy issuance and enrollment determinations; 2) obtain reinsurance; 3) administer claims and determine or fulfill responsibility for coverage and provision of benefits; 4) administer coverage; and 5) conduct other legally permissible activities that relate to any coverage I have or have applied for with Northwestern Mutual.

This Authorization shall remain in force for 30 months following the date of my signature below, and a copy of this Authorization is as valid as the original. I understand that I have the right to revoke this Authorization in writing, at any time, by sending a written request for revocation to Northwestern Mutual at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Vice President New Business. I understand that a revocation is not effective to the extent that any of My Providers has relied on this Authorization or to the extent that Northwestern Mutual has a legal right to contest a claim under an insurance policy or to contest the policy itself. I understand that information disclosed to Northwestern Mutual pursuant to this Authorization is no longer covered by the HIPAA Privacy Rule, and that in the course of conducting its business, Northwestern Mutual may release information it has about me to affiliates, reinsurers, and any person performing business or legal service for Northwestern Mutual and as permitted or required by law.

I understand that if I alter, revoke, or refuse to sign this Authorization to release my entire medical record, Northwestern Mutual may not be able to process my application, or if coverage has been issued may not be able to make any benefit payments. I further understand that My Providers cannot condition treatment, payment, enrollment, or eligibility for benefits on whether I sign this Authorization. I acknowledge by my signature below, that I have a right to receive, and have in fact received, a copy of this Authorization.

Kenneth S. Wilson 05/22/2004
Signature of Patient/Proposed Insured (or Parent or Guardian) Date (MM/DD/YYYY)

Relationship to Patient/Proposed Insured

Address of Parent or Guardian, if signing

Some states' rules concerning Authorizations change the terms and provisions above. The terms and provisions on page two of this document are part of this Authorization and apply in the identified states.

SEND ORIGINAL WITH APPLICATION - GIVE A COPY TO PROPOSED INSURED
THE HOME OFFICE WILL ACCEPT A FAX TRANSMISSION OF THIS ORIGINAL, SIGNED DOCUMENT

If you or your provider reside in a state requiring one or more changes to the provisions on page one of this form, then the identified provisions apply to your Authorization.

Arizona

This Authorization is valid for 180 days from the date it is signed for HIV related information.

California

This Authorization includes information on the diagnosis or treatment of AIDS and sexually transmitted diseases.

Kansas

This Authorization is valid for 12 months from the date it is signed.

Maine

This authorization excludes disclosure of the result of a test for HIV if the Insured has tested HIV positive but has not developed symptoms of the disease AIDS. Such test results shall not be discovered or published. Nothing in this caveat shall otherwise prohibit this Authorization from including other facts and information relative to the fact that the Insured has AIDS.

Minnesota

This Authorization is valid for 26 months from the date it is signed. The Authorization excludes the release of information about HBV (Hepatitis B Virus), HCV (Hepatitis C Virus), or HIV (Human Immunodeficiency Virus) tests which were administered: (1) to a criminal offender or crime victim as a result of a crime that was reported to the police; (2) to a patient who received the services of emergency medical services personnel at a hospital or medical care facility; (3) to emergency medical personnel who were tested as a result of performing emergency medical services. The term "emergency medical personnel" includes individuals employed to provide pre-hospital emergency services; licensed police officers, firefighters, paramedics, emergency medical technicians, licensed nurses, rescue squad personnel, or other individuals who serve as volunteers of an ambulance service who provide emergency medical services; crime lab personnel, correctional guards, including security guards, at the Minnesota security hospital, who experience a significant exposure to an inmate who is transported to a facility for emergency medical care; and other persons who render emergency care or assistance at the scene of an emergency, or while an injured person is being transported to receive medical care and who would qualify for immunity under the Good Samaritan law.

New Jersey

This Authorization includes information on the diagnosis or treatment of AIDS and sexually transmitted diseases.

New Mexico

"Confidential abuse information" means information about acts of domestic abuse or abuse status, the work or home address or telephone number of a victim of domestic abuse or the status of an applicant or insured as a family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close personal, family or abuse-related counseling relationship. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

With respect to confidential abuse information, I may revoke this Authorization in writing, effective ten days after receipt by The Northwestern Mutual Life Insurance Company, but that doing so may result in an application or claim being denied or may otherwise adversely affect a pending insurance action.

New York

This Authorization includes information on the diagnosis or treatment of AIDS, ARC, and sexually transmitted diseases.

Oklahoma

This Authorization is valid for 24 months from the date it is signed. We are required to inform you that the information you authorize for release may include records which may indicate the presence of communicable or venereal diseases, which may include, but are not limited to, diseases such as hepatitis, syphilis, gonorrhea and the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS).

Oregon

This Authorization is valid for 24 months (or 180 days for HIV related information) from the date it is signed.

Vermont

This Authorization is valid for 24 months from the date it is signed. It excludes the release of any information about previously administered tests for HIV antibodies, T-cell counts, AIDS or ARC. The proposed Insured IS NOT authorizing the Company to forward the results from any new test required by the Company to any outside, non-affiliated company or any entity not under specific contract to perform underwriting services.

The signature on page one of this Authorization acknowledges that the entire Authorization includes the applicable state variations as listed above.

SEND ORIGINAL WITH APPLICATION - GIVE A COPY TO PROPOSED INSURED
THE HOME OFFICE WILL ACCEPT A FAX TRANSMISSION OF THIS ORIGINAL, SIGNED DOCUMENT

The Northwestern Mutual Life Insurance Company
725 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

DOC. REC'D
AS IS

Northeastern Long Term Care Insurance Company
Administration Office, P.O. Box 5700
Hopkins, Minnesota 55343-5700

NEW YORK NOTICE AND CONSENT FOR AIDS-RELATED BLOOD OR SALIVA TESTING

To evaluate your insurability, the insurer named above (the insurer) has requested that you provide a sample of your blood or saliva for testing and analysis to determine the presence of human immunodeficiency virus (HIV) antibody or antigens. By signing and dating this form, you agree that this test may be done and that underwriting decisions will be based on the test results. A series of at least three tests will be performed by a licensed laboratory through a medically accepted procedure. These tests may include enzyme-linked immunosorbent assay tests and a Western blot test.

MEANING OF POSITIVE TEST RESULT

The test is not a test for AIDS. It is a test for antibodies to or antigens of HIV, the causative agent for AIDS, and shows whether you have been exposed to the virus. A positive test result does not mean that you have AIDS, but that you are at significantly increased risk of developing problems with your immune system. The HIV test is very sensitive and specific. Errors are very rare, but they could occur. If your test result is positive, you may wish to consider further independent testing. Your private physician, a public health clinic, or an AIDS information organization in your city might provide you with further information on the medical implications of a positive test. Positive HIV test results mean that your insurance application will be declined.

CONFIDENTIALITY OF TEST RESULTS

All test results will be treated confidentially. They will be reported by the laboratory to the insurer. When necessary in connection with insurance you have applied for with the insurer, the insurer may disclose test results to others such as its affiliates, reinsurers or employees. If your HIV test is abnormal, a generic code signifying a nonspecific blood or saliva abnormality may be made known to the Medical Information Bureau (MIB, Inc.) as described in the notice given at the time of application. The fact that the test has been done and the results of the test will not otherwise be disclosed except as may be required by law or as authorized by you.

NOTIFICATION OF TEST RESULTS

If your test results are negative, no routine notification will be sent to you. If your test results are other than normal, you are entitled to that information if you so desire. You are asked to designate a physician to receive abnormal test results. This physician can best discuss the test results with you and explain their significance. Please provide the following information about your personal physician (or other person to whom you would like positive test results disclosed):

| | | |
|------------------|----------------|----------|
| PHYSICIAN'S NAME | STREET ADDRESS | |
| CITY | STATE | ZIP CODE |

If you would prefer to have the test results sent to you at the address given below, initial here.

KW

FURTHER INFORMATION

For further information about AIDS, the meaning of AIDS-related test results, and the availability and location of AIDS-related counseling services, contact the Department of Health through its state-wide toll-free telephone number 1-800-541-AIDS.

CONSENT

I have read and I understand this Notice and Consent for AIDS-Related Blood or Saliva Testing. I voluntarily consent to provide a sample of blood or saliva from me, the testing of that blood or saliva and the disclosure of the test results as described above. A photocopy or facsimile of this form will be as valid as the original. I further acknowledge receipt of a copy of this form signed by me.

Theresa E. Wilson
SIGNATURE OF PROPOSED INSURED (OR POWER OF ATTORNEY)

05/29/04
DATE SIGNED (MM/DD/YYYY)

| | |
|----------------------------------|----------------------------|
| NAME OF PROPOSED INSURED (PRINT) | DATE OF BIRTH (MM/DD/YYYY) |
| Kenneth Wilson | 12/31/1968 |
| STREET ADDRESS | CITY |
| 70 Brookside Place | New Rochelle |
| STATE | ZIP CODE |
| NY | 10801 |

17-0000 (01/07) New York

SEND ORIGINAL WITH APPLICATION/CLAIM — GIVE A COPY TO PROPOSED INSURED
THE HOME OFFICE WILL ACCEPT A FAX TRANSMISSION OF THIS ORIGINAL, SIGNED DOCUMENT

WORD 8-PE

Exhibit B

REPLICA

It is recommended that you . . .

read your policy.

notify your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, of an address change.

call your Northwestern Mutual agent for information -- particularly on a suggestion to terminate or exchange this policy for another policy or plan.

Election Of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

TERM LIFE POLICY

Participating

Insurance payable on death of Insured before Expiry Date. Convertible on or before the Final Conversion Date. Premiums are payable to the Expiry Date shown on page 3.


RS.TERM.(042000)



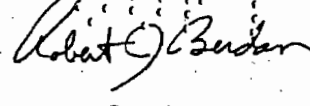
Northwestern Mutual

REPLICA

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy, subject to its terms and conditions. Signed at Milwaukee, Wisconsin on the Date of Issue.



President and CEO



Secretary

TERM LIFE POLICY

Participating.

Insurance payable on death of Insured before Expiry Date. Convertible on or before the Final Conversion Date. Non-renewable. Premiums are payable to the Expiry Date shown on page 3.

Right To Return Policy -- Please read this policy carefully. The policy may be returned by the Owner for any reason within ten days after it was received. The policy may be returned to your agent or to the Home Office of the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.

RS.TERM.(042000).NY



Northwestern Mutual

| | | | |
|-------------|--|---------------|------------|
| Insured | Kenneth Wilson | Age and Sex | 35 Male |
| Policy Date | May 29, 2004 | Policy Number | 16 352 105 |
| Plan | Term to Age 75 with Increasing Premiums | Amount | \$ 350,000 |

RS.TERM.(042000)

This policy is a legal contract between the Owner and The Northwestern Mutual Life Insurance Company.
Read your policy carefully.

GUIDE TO POLICY PROVISIONS

BENEFITS AND PREMIUMS

SECTION 1. THE CONTRACT

Life Insurance Benefit payable on death of Insured.
Incontestability. Suicide. Definition of dates.

SECTION 2. OWNERSHIP

Rights of the Owner. Assignment as collateral.

SECTION 3. PREMIUMS

Scheduled premiums may change. Payment of premiums.
Grace period of 31 days to pay premium.
Refund of unused premium at death.

SECTION 4. REINSTATEMENT

SECTION 5. DIVIDENDS

SECTION 6. CONVERSION TO PERMANENT INSURANCE

How to convert to a new policy.

SECTION 7. BENEFICIARIES

Naming and change of beneficiaries.
Marital deduction provision for spouse of Insured.
Succession in interest of beneficiaries.

SECTION 8. PAYMENT OF POLICY BENEFITS

Payment of death proceeds. Payment plans for policy proceeds.
Right to increase income under payment plans.
Guaranteed payment tables.

ADDITIONAL BENEFIT (if any)

APPLICATION

BENEFITS AND PREMIUMS
DATE OF ISSUE - MAY 29, 2004

| Plan and Additional Benefits | Amount | Annual Premium | Payable For |
|---|------------|----------------|-------------|
| Term to Age 75 with Increasing Premiums | \$ 350,000 | See Table | 40 Years |
| Waiver of Premium | | See Table | 30 Years |

An annual premium is payable May 29, 2004 and every May 29 after that.

The first annual premium is \$242.50.

Final Conversion Date May 29, 2029 Expiry Date May 29, 2044

This policy is issued in a select (non-tobacco use) premium class.

This policy is eligible for a \$60.00 annual discount from the annual premiums shown below as long as premiums are paid on policy number 6852083.

TABLE OF ANNUAL PREMIUMS

| For Policy Year Beginning May 29, | \$350,000 Term to Age 75 | | Waiver of Premium Benefit | Total Scheduled Premiums |
|--|--------------------------|-----------|---------------------------------|--------------------------------|
| | Scheduled | Maximum | | |
| 2004 | \$ 246.50 | \$ 246.50 | \$ 56.00 | \$ 302.50 |
| 2005 | 250.00 | 250.00 | 63.00 | 313.00 |
| 2006 | 267.50 | 267.50 | 66.50 | 334.00 |
| 2007 | 285.00 | 285.00 | 73.50 | 358.50 |
| 2008 | 302.50 | 302.50 | 80.50 | 383.00 |
| 2009 | 327.00 | 910.50 | 84.00 | 411.00 |
| 2010 | 351.50 | 1,040.00 | 91.00 | 442.50 |
| 2011 | 386.50 | 1,162.50 | 101.50 | 488.00 |
| 2012 | 414.50 | 1,253.50 | 115.50 | 530.00 |
| 2013 | 442.50 | 1,344.50 | 126.00 | 568.50 |
| 2014 | 470.50 | 1,803.00 | 140.00 | 610.50 |
| 2015 | 498.50 | 1,932.50 | 154.00 | 652.50 |
| 2016 | 530.00 | 2,065.50 | 175.00 | 705.00 |
| 2017 | 565.00 | 2,205.50 | 199.50 | 764.50 |
| 2018 | 603.50 | 2,363.00 | 227.50 | 831.00 |
| 2019 | 642.00 | 2,531.00 | 269.50 | 911.50 |
| 2020 | 687.50 | 2,727.00 | 311.50 | 999.00 |
| 2021 | 740.00 | 2,954.50 | 360.50 | 1,100.50 |
| 2022 | 799.50 | 3,210.00 | 413.00 | 1,212.50 |
| 2023 | 866.00 | 3,500.50 | 479.50 | 1,345.50 |
| 2024 | 939.50 | 3,819.00 | 542.50 | 1,482.00 |
| 2025 | 1,027.00 | 4,172.50 | 623.00 | 1,650.00 |
| 2026 | 1,135.50 | 4,540.00 | 710.50 | 1,846.00 |
| 2027 | 1,275.50 | 4,932.00 | 822.50 | 2,098.00 |
| 2028 | 1,454.00 | 5,373.00 | 959.00 | 2,413.00 |

- Continued on Page 3-1 -

Scheduled premiums are guaranteed for the first five policy years. Beginning in the sixth policy year, scheduled premiums may change subject to the maximums shown above. See Section 3.1.

DIRECT BENEFICIARY Michelle A Wilson, spouse of the Insured
OWNER Kenneth Wilson, the Insured

| | | | |
|--------------------|---|----------------------|------------|
| Insured | Kenneth Wilson | Age and Sex | 35 Male |
| Policy Date | May 29, 2004 | Policy Number | 16 852 105 |
| Plan | Term to Age 75 with Increasing Premiums | Amount | \$ 350,000 |

POLICY NUMBER

16 852 105

TABLE OF ANNUAL PREMIUMS

- Continued from Page 3 -

| For Policy Year Beginning May 29, | \$350,000 Term to Age 75 Scheduled | Maximum | Waiver of Premium Benefit | Total Scheduled Premiums |
|--|---------------------------------------|-----------|---------------------------------|--------------------------------|
| 2029 | 1,671.00 | 5,863.00 | 612.50 | 2,283.50 |
| 2030 | 1,926.50 | 6,402.00 | 630.00 | 2,556.50 |
| 2031 | 2,220.50 | 7,007.50 | 633.50 | 2,854.00 |
| 2032 | 2,553.00 | 7,693.50 | 672.00 | 3,225.00 |
| 2033 | 2,924.00 | 8,463.50 | 570.50 | 3,494.50 |
| 2034 | 3,333.50 | 9,307.00 | | 3,333.50 |
| 2035 | 3,781.50 | 10,199.50 | | 3,781.50 |
| 2036 | 4,268.00 | 11,155.00 | | 4,268.00 |
| 2037 | 4,793.00 | 15,194.00 | | 4,793.00 |
| 2038 | 5,356.50 | 19,859.50 | | 5,356.50 |
| 2039 | 5,958.50 | 26,726.50 | | 5,958.50 |
| 2040 | 6,599.00 | 33,016.00 | | 6,599.00 |
| 2041 | 7,278.00 | 39,386.00 | | 7,278.00 |
| 2042 | 8,247.50 | 47,548.00 | | 8,247.50 |
| 2043 | 9,371.00 | 57,106.50 | | 9,371.00 |

Scheduled premiums are guaranteed for the first five policy years. Beginning in the sixth policy year, scheduled premiums may change subject to the maximums shown above. See Section 3.1.

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company will pay a benefit on the death of the Insured. Subject to the terms and conditions of the policy:

- payment of the death proceeds will be made after proof of the death of the Insured is received at the Home Office; and
- payment will be made to the beneficiary or other payee under Sections 7 and 8.

The amount of the death proceeds when all premiums due have been paid will be:

- the plan Amount shown on page 3; plus
- the amount of any dividend accumulations (Section 5.2); plus
- the amount of any premium refund (Section 3.5) and any dividend at death (Section 5.5).

These amounts will be determined as of the date of death.

The amount of the death proceeds when the Insured dies during the grace period following the due date of any unpaid premium will be:

- the amount determined above assuming the overdue premium has been paid; less
- the amount of the unpaid premium.

1.2 EXPIRY OF POLICY

This policy will terminate on the Expiry Date shown on page 3.

1.3 ENTIRE CONTRACT; CHANGES

This policy with the attached application is the entire contract. Statements in the application are representations and not warranties. A change in the policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the policy be sent to it for endorsement to show a change. No agent has the authority to change the policy or to waive any of its terms.

1.4 INCONTESTABILITY

The Company will not contest this policy after it has been in force during the lifetime of the Insured for two years from the Date of Issue.

1.5 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid.

1.6 DATES

The contestable and suicide periods begin with the Date of Issue. Policy months, years and anniversaries are computed from the Policy Date. Both dates are shown on page 3.

1.7 MISSTATEMENT OF AGE OR SEX

If the age or sex of the Insured has been misstated, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this policy are payable at its Home Office.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. The Owner, the Owner's successor or the Owner's transferee may exercise policy rights without the consent of any beneficiary. After the death of the Insured, policy rights may be exercised only as provided in Sections 7 and 8.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this policy. Written proof of transfer satisfactory to the

Company must be received at its Home Office. The transfer will then take effect as of the date that it was signed. The Company may require that the policy be sent to it for endorsement to show the transfer.

2.3 COLLATERAL ASSIGNMENT

The Owner may assign this policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company

before receipt of the assignment in writing at its Home Office.

The interest of any beneficiary will be subject to any collateral assignment made either before or after the beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2.

SECTION 3. PREMIUMS

3.1 AMOUNT OF PREMIUM

The premiums due for the term insurance Amount ("scheduled premiums") and the premiums due for any additional benefits are shown on page 3. Scheduled premiums are guaranteed for the period of time shown on page 3. After the guarantee period the Company will review scheduled premiums at least once every five policy years to determine whether a change is necessary.

A change in scheduled premiums:

- will take effect on the first policy anniversary after a change has been determined by the Company to be necessary. The Company may not increase scheduled premiums more than once each policy year.
- will be made in accordance with procedures on file in the state in which this policy is delivered.
- will be based on the Company's expectations as to future mortality rates, expenses, persistency, and earnings on investments.
- will apply to policies that are in the same premium class as this policy.

Scheduled premiums may not be increased above the maximum premiums shown on page 3.

3.2 PREMIUM PAYMENT

All premiums after the first are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request. A premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

3.3 FREQUENCY

Premiums may be paid every 3, 6 or 12 months at the published rates of the Company. A change in premium frequency will take effect when the Company accepts a premium on a new frequency. Premiums may be paid on any other frequency approved by the Company.

3.4 GRACE PERIOD

A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The policy will be in full force during this period. If the Insured dies during the grace period, any overdue premium will be paid from the proceeds of the policy.

If the premium is not paid within the grace period, the policy will terminate as of the due date.

3.5 PREMIUM REFUND AT DEATH

The Company will refund a portion of a premium paid for the period beyond the date of the Insured's death. The refund will be part of the policy proceeds.

SECTION 4. REINSTATEMENT

If this policy terminates as provided in Section 3.4, it may be reinstated within three years after the due date of the overdue premium. All unpaid premiums (and interest as required in this section) must be received by the Company while the Insured is alive and before the Expiry Date.

In addition, for the policy to be reinstated more than 31 days after the end of the grace period:

- evidence of insurability must be given that is satisfactory to the Company; and
- all unpaid premiums must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

This policy will share in the divisible surplus of the Company to the extent it contributes to this surplus. This surplus is determined each year. This policy's share will be credited as a dividend on the policy anniversary.

Since this policy is not expected to contribute to divisible surplus, it is not expected that any dividends will be paid.

5.2 USE OF DIVIDENDS

Annual dividends may be paid in cash or used for one of the following:

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of 3 1/2%. The Company may set a higher rate.
- **Premium Payment.** Dividends will be used to reduce premiums. If the balance of a premium is not paid, the dividend will be credited to dividend accumulations.

If no direction is given for the use of dividends, they will be credited to dividend accumulations.

5.3 AUTOMATIC PREMIUM PAYMENT

Dividend accumulations will be used to pay an overdue premium on this policy if the Automatic Premium Payment provision is in effect. If dividend accumulations are not large enough to pay the overdue premium, a premium will be paid for any other frequency permitted by this policy for which dividend accumulations are large enough.

If dividend accumulations are not large enough to pay any premium and if the premium is unpaid at the end of the grace period, the policy will terminate.

The Owner may elect or revoke this Automatic Premium Payment provision by written request received at the Home Office.

5.4 PAYMENT OF ACCUMULATIONS

Dividend accumulations are part of the proceeds payable on the death of the Insured. While the Insured is living, dividend accumulations may be withdrawn at any time. They will be paid to the Owner when the policy terminates.

5.5 DIVIDEND AT DEATH

If a dividend is payable under Section 5.1, a dividend for the period from the beginning of the policy year to the date of the Insured's death will be payable as part of the policy proceeds.

SECTION 6. CONVERSION TO PERMANENT INSURANCE

6.1 ATTAINED AGE CONVERSION

The Owner may convert this policy to a new policy that will be issued at the attained age of the Insured. This may be done on or before the Final Conversion Date shown on page 3. No evidence of insurability will be required.

A portion of this policy may be converted, subject to conditions set by the Company.

Plan. The new policy will be on a permanent single life insurance plan being issued by the Company on the date of the conversion. An additional benefit that is made a part of the new policy will contain the provisions of that benefit as it is being issued by the Company on the date of conversion.

Amount. The amount of the new policy will be the amount of term insurance converted. The minimum amount of a new policy on the Whole Life Paid Up at 90 plan (or, if that plan has been discontinued at the time of conversion, the successor plan then being issued) will be \$20,000. The amount of a new policy on any other plan must be at least the

Company's minimum for policies being issued on that plan at the time of the conversion.

Premiums. The premium for the new policy, including any additional benefits, will be determined as of the date of conversion based on:

- the Company's premium rates then in effect;
- the plan and amount of the new policy and any additional benefits;
- the Insured's age on the Insured's birthday nearest the policy date of the new policy; and
- the underwriting classification of this policy.

If the new policy allows the payment of additional premiums that have the effect of increasing cash value, the Company may limit the amount of such premiums.

Cost of Conversion. The cost of conversion will be the first premium on the new policy less any dividend and refund of premium paid for the period beyond the date of conversion on the amount converted.

Provisions. The new policy will contain any exclusion provision which is a part of this policy.

6.2 EFFECTIVE DATE

The new policy will take effect on receipt at the Home Office of:

- a written request satisfactory to the Company; and
- payment of the cost of conversion.

The amount of term insurance converted on this policy will be surrendered when the new policy takes effect. The Company may require that this policy be sent to it for endorsement to show the conversion.

6.3 CONVERSION OF WAIVER OF PREMIUM BENEFIT

If the Waiver of Premium Benefit is a part of this policy at the time of conversion, the new policy may be issued with the Benefit only if the annual

premium on the new policy is not greater than the annual premium for the same amount of coverage on the Company's Whole Life Paid Up at 90 plan (or, if that plan has been discontinued at the time of an attained age conversion, the successor plan then being issued).

The Waiver of Premium Benefit on the new policy will apply to a disability that started while the term insurance converted was in force.

Exception. The new policy may be issued with the Waiver of Premium Benefit only if the Benefit is available on that type of policy when issued in the same classification of risk as this term insurance policy.

6.4 CONVERSION OF ACCIDENTAL DEATH BENEFIT

The amount of any Accidental Death Benefit that is in force on the term insurance converted:

- will be surrendered when the new policy takes effect; and
- will be made a part of the new policy if requested in writing by the Owner at the time of conversion.

SECTION 7. BENEFICIARIES

7.1 DEFINITION OF BENEFICIARIES

The term "beneficiaries" as used in this policy includes direct beneficiaries, contingent beneficiaries and further payees.

7.2 NAMING AND CHANGE OF BENEFICIARIES

By Owner. The Owner may name and change the beneficiaries of death proceeds:

- while the Insured is living;
- during the first 60 days after the date of death of the Insured, if the Insured just before the Insured's death was not the Owner. No one may change this naming of a direct beneficiary during this 60 days.

By Direct Beneficiary. A direct beneficiary may name and change the contingent beneficiaries and further payees of the direct beneficiary's share of the proceeds:

- if the direct beneficiary is the Owner;
- if, at any time after the death of the Insured, no contingent beneficiary or further payee of

that share is living; or

- if, after the death of the Insured, the direct beneficiary elects a payment plan. The interest of any other beneficiary in the share of that direct beneficiary will end.

These direct beneficiary rights are subject to the Owner's rights during the 60 days after the date of death of the Insured.

By Spouse (Marital Deduction Provision).

- **Power To Appoint.** The spouse of the Insured will have the power alone and in all events to appoint all amounts payable to the spouse under the policy if:
 - a. the Insured just before the Insured's death was the Owner; and
 - b. the spouse is a direct beneficiary; and
 - c. the spouse survives the Insured.

- **To Whom Spouse Can Appoint.** Under this power, the spouse can appoint:

- a. to the estate of the spouse; or
- b. to any other persons as contingent beneficiaries and further payees.

- **Effect Of Exercise.** As to the amounts appointed, the exercise of this power will:

- a. revoke any other designation of beneficiaries;
- b. revoke any election of payment plan as it applies to them; and
- c. cause any provision to the contrary in Section 7 or 8 of this policy to be of no effect.

Effective Date. A naming or change of a beneficiary will be made on receipt at the Home Office of written request that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the policy be sent to it to be endorsed to show the naming or change.

7.3 SUCCESSION IN INTEREST OF BENEFICIARIES

Direct Beneficiaries. The proceeds of this policy will be payable in equal shares to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, the unpaid portion will be payable in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. At the death of all of the direct beneficiaries, the proceeds, or the present value of any unpaid payments under a payment plan, will be payable in equal shares to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before receiving all or part of the contingent beneficiary's full share, the unpaid portion will be payable in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. At the death of all of the direct and contingent beneficiaries, the proceeds, or the present value of any unpaid payments under a payment plan, will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all of the direct and contingent beneficiaries.

Owner Or The Owner's Estate. If no beneficiaries are alive when the Insured dies, the proceeds will be paid to the Owner or to the Owner's estate.

7.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a beneficiary and no qualified trustee makes claim to the proceeds, or to the present value of any unpaid payments under a payment plan, within one year after payment becomes due to the trustee, or if satisfactory evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

7.5 GENERAL

Transfer Of Ownership. A transfer of ownership of itself will not change the interest of a beneficiary

Claims Of Creditors. So far as allowed by law, no amount payable under this policy will be subject to the claims of creditors of a beneficiary.

Succession Under Payment Plans. A direct or contingent beneficiary who succeeds to an interest in a payment plan will continue under the terms of the plan.

SECTION 8. PAYMENT OF POLICY BENEFITS

8.1 PAYMENT OF PROCEEDS

Death proceeds will be paid under the payment plan that takes effect on the date of death of the Insured. The Interest Income Plan (Option A) will be in effect if no payment plan has been elected. Interest will accumulate from the date of death

until a payment plan is elected or the proceeds are withdrawn in cash.

8.2 PAYMENT PLANS

Interest Income Plan (Option A). The proceeds will earn interest which may be received each

month or accumulated. The first payment is due one month after the date on which the plan takes effect. Interest that has accumulated may be withdrawn at any time. Part or all of the proceeds may be withdrawn at any time.

Installment Income Plans. Payments will be made each month on the terms of the plan that is elected. The first payment is due on the date that the plan takes effect.

- **Specified Period (Option B).** The proceeds with interest will be paid over a period of from one to 30 years. The present value of any unpaid installments may be withdrawn at any time.
- **Specified Amount (Option D).** Payments of not less than \$10.00 per \$1,000 of proceeds will be made until all of the proceeds with interest have been paid. The balance may be withdrawn at any time.

Life Income Plans. Payments will be made each month on the terms of the plan that is elected. The first payment is due on the date that the plan takes effect. Proof of the date of birth, acceptable to the Company, must be furnished for each person on whose life the payments are based.

- **Single Life Income (Option C).** Payments will be made for a chosen period and, after that, for the life of the person on whose life the payments are based. The choices for the period are:

- a. zero years;
- b. 10 years;
- c. 20 years; or
- d. a refund period which continues until the sum of the payments that have been made is equal to the proceeds that were placed under the plan.

If any life income plan provides for payments of the same amount for different chosen periods, the Company will deem an election to have been made for the longest chosen period which could have been elected.

- **Joint and Survivor Life Income (Option E).** Payments are based on the lives of two persons. Level payments will be made for a period of 10 years and, after that, for as long as one or both of the persons are living.
- **Other Selections.** The Company may offer other selections under the Life Income Plans.

- **Withdrawal.** The present value of any unpaid payments that are to be made for the chosen period (Option C) or the 10 year period (Option E) may be withdrawn only after the death of all of the persons on whose lives the payments are based.

- **Limitations.** A direct or contingent beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his life. A corporation may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or his dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Transfer Between Payment Plans. A beneficiary who is receiving payment under a plan which includes the right to withdraw may transfer the amount withdrawable to any other plan that is available.

Minimum Payment. The Company may limit the election of a payment plan to one that results in payments of at least \$50.

If payments under a payment plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the payment plan.

8.3 PAYMENT PLAN RATES

Interest Income And Installment Income Plans. Proceeds will earn interest at rates declared each year by the Company. None of these rates will be less than an annual effective rate of 2%. Interest of more than 2% will increase the amount of the payments or, for the Specified Amount Plan (Option D), increase the number of payments. The Company may offer guaranteed rates of interest higher than 2% with conditions on withdrawal.

The present value of the amount of any unpaid installments will be based on the rate of interest used to determine the amount of the payment.

Life Income Plans. Payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the payment plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the amounts that are described in Minimum Payment Rates.

Minimum Payment Rates. The minimum payment rates for the Installment Income Plans (Options B and D) and the Life Income Plans (Options C and E) are shown in the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the payment plan takes effect; plus
- the age adjustment shown below for the number of policy years that have elapsed from the Policy Date to the date that the payment plan takes effect. A part of a policy year is counted as a full year.

| POLICY YEARS ELAPSED | AGE ADJUSTMENT | POLICY YEARS ELAPSED | AGE ADJUSTMENT |
|----------------------|----------------|----------------------|----------------|
| 1 to 8 | 0 | 33 to 40 | -4 |
| 9 to 16 | -1 | 41 to 48 | -5 |
| 17 to 24 | -2 | 49 or more | -6 |
| 25 to 32 | -3 | | |

8.4 EFFECTIVE DATE FOR PAYMENT PLAN

A payment plan that is elected will take effect on the date of death of the Insured if:

- the plan is elected by the Owner; and
- the election is received at the Home Office while the Insured is living.

In all other cases, a payment plan that is elected will take effect:

- on the date the election is received at the Home Office; or

- on a later date, if requested.

8.5 PAYMENT PLAN ELECTIONS

By Owner. The Owner may elect payment plans for proceeds:

- while the Insured is living.
- during the first 60 days after the date of death of the Insured, if the Insured just before his death was not the Owner. No one may change this election made during those 60 days.

By Direct Or Contingent Beneficiary. A direct or contingent beneficiary may elect payment plans for proceeds payable to him if no payment plan that has been elected is in effect. This right is subject to the Owner's rights during the 60 days after the date of death of the Insured.

8.6 INCREASE OF MONTHLY INCOME

A direct beneficiary who is to receive proceeds under a payment plan may increase the amount of the monthly payments. This is done by the payment of an annuity premium to the Company at the time the payment plan elected under Section 8.5 takes effect. The amount that will be applied under the payment plan will be the net premium. The net premium is the annuity premium less a charge of not more than 2% and less any premium tax. The net premium will be applied under the same payment plan and at the same rates as the proceeds. The Company may limit this net premium to an amount that is equal to the direct beneficiary's share of the proceeds payable under this policy.

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments Per \$1,000 Of Proceeds

INSTALLMENT INCOME PLANS (OPTION B AND D)

| PERIOD (YEARS) | MONTHLY PAYMENT | PERIOD (YEARS) | MONTHLY PAYMENT | PERIOD (YEARS) | MONTHLY PAYMENT |
|----------------|-----------------|----------------|-----------------|----------------|-----------------|
| 1 | \$ 84.09 | 11 | \$ 8.42 | 21 | \$ 4.85 |
| 2 | 42.46 | 12 | 7.80 | 22 | 4.67 |
| 3 | 28.59 | 13 | 7.26 | 23 | 4.51 |
| 4 | 21.65 | 14 | 6.81 | 24 | 4.36 |
| 5 | 17.49 | 15 | 6.42 | 25 | 4.22 |
| 6 | 14.72 | 16 | 6.07 | 26 | 4.10 |
| 7 | 12.74 | 17 | 5.77 | 27 | 3.98 |
| 8 | 11.25 | 18 | 5.50 | 28 | 3.87 |
| 9 | 10.10 | 19 | 5.26 | 29 | 3.77 |
| 10 | 9.18 | 20 | 5.04 | 30 | 3.68 |

MINIMUM PAYMENT RATE TABLES**Minimum Monthly Income Payments Per \$1,000 Of Proceeds****LIFE INCOME PLAN (OPTION C)**

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | | | |
|-------------------------------------|------------------------------|-----------|-----------|---------------|-------------------------------------|------------------------------|-----------|-----------|---------------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | |
| | ZERO | 10 | 20 | REFUND | | ZERO | 10 | 20 | REFUND |
| 55 | \$ 4.48 | \$ 4.43 | \$ 4.28 | \$ 4.29 | 55 | \$ 4.09 | \$ 4.07 | \$ 4.00 | \$ 3.99 |
| 56 | 4.56 | 4.50 | 4.34 | 4.36 | 56 | 4.15 | 4.13 | 4.05 | 4.05 |
| 57 | 4.65 | 4.59 | 4.40 | 4.43 | 57 | 4.22 | 4.20 | 4.11 | 4.11 |
| 58 | 4.75 | 4.68 | 4.46 | 4.50 | 58 | 4.30 | 4.27 | 4.17 | 4.17 |
| 59 | 4.85 | 4.77 | 4.52 | 4.58 | 59 | 4.38 | 4.34 | 4.23 | 4.24 |
| 60 | 4.96 | 4.87 | 4.59 | 4.66 | 60 | 4.46 | 4.42 | 4.29 | 4.30 |
| 61 | 5.07 | 4.97 | 4.66 | 4.75 | 61 | 4.55 | 4.50 | 4.36 | 4.38 |
| 62 | 5.20 | 5.08 | 4.72 | 4.84 | 62 | 4.65 | 4.59 | 4.43 | 4.46 |
| 63 | 5.33 | 5.19 | 4.79 | 4.94 | 63 | 4.75 | 4.69 | 4.50 | 4.54 |
| 64 | 5.48 | 5.32 | 4.86 | 5.04 | 64 | 4.86 | 4.79 | 4.57 | 4.62 |
| 65 | 5.63 | 5.44 | 4.92 | 5.15 | 65 | 4.97 | 4.89 | 4.64 | 4.71 |
| 66 | 5.80 | 5.58 | 4.99 | 5.26 | 66 | 5.10 | 5.01 | 4.71 | 4.81 |
| 67 | 5.97 | 5.72 | 5.05 | 5.38 | 67 | 5.23 | 5.12 | 4.79 | 4.91 |
| 68 | 6.16 | 5.86 | 5.12 | 5.51 | 68 | 5.38 | 5.25 | 4.86 | 5.02 |
| 69 | 6.36 | 6.01 | 5.18 | 5.64 | 69 | 5.53 | 5.39 | 4.93 | 5.14 |
| 70 | 6.58 | 6.17 | 5.23 | 5.78 | 70 | 5.70 | 5.53 | 5.01 | 5.26 |
| 71 | 6.81 | 6.33 | 5.29 | 5.93 | 71 | 5.88 | 5.68 | 5.08 | 5.39 |
| 72 | 7.05 | 6.49 | 5.34 | 6.08 | 72 | 6.08 | 5.83 | 5.15 | 5.53 |
| 73 | 7.31 | 6.66 | 5.38 | 6.25 | 73 | 6.29 | 6.00 | 5.21 | 5.67 |
| 74 | 7.59 | 6.83 | 5.43 | 6.42 | 74 | 6.52 | 6.17 | 5.27 | 5.83 |
| 75 | 7.89 | 7.01 | 5.46 | 6.60 | 75 | 6.77 | 6.35 | 5.33 | 5.99 |
| 76 | 8.21 | 7.19 | 5.50 | 6.79 | 76 | 7.04 | 6.54 | 5.38 | 6.17 |
| 77 | 8.56 | 7.37 | 5.53 | 6.99 | 77 | 7.33 | 6.73 | 5.43 | 6.35 |
| 78 | 8.93 | 7.55 | 5.56 | 7.20 | 78 | 7.65 | 6.93 | 5.47 | 6.55 |
| 79 | 9.32 | 7.72 | 5.58 | 7.42 | 79 | 7.99 | 7.13 | 5.51 | 6.76 |
| 80 | 9.75 | 7.90 | 5.60 | 7.66 | 80 | 8.36 | 7.34 | 5.54 | 6.98 |
| 81 | 10.20 | 8.07 | 5.62 | 7.90 | 81 | 8.76 | 7.54 | 5.57 | 7.21 |
| 82 | 10.69 | 8.23 | 5.63 | 8.16 | 82 | 9.20 | 7.74 | 5.59 | 7.46 |
| 83 | 11.21 | 8.39 | 5.64 | 8.43 | 83 | 9.67 | 7.93 | 5.61 | 7.72 |
| 84 | 11.76 | 8.54 | 5.65 | 8.71 | 84 | 10.18 | 8.12 | 5.63 | 7.99 |
| 85 and over | 12.35 | 8.68 | 5.66 | 9.01 | 85 and over | 10.74 | 8.30 | 5.64 | 8.28 |

LIFE INCOME PLAN (OPTION E)

| JOINT AND SURVIVOR MONTHLY PAYMENTS | | | | | | | |
|--|-----------------------------|-----------|-----------|-----------|-----------|-----------|--------------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.79 | \$ 3.93 | \$ 4.07 | \$ 4.19 | \$ 4.29 | \$ 4.35 | \$ 4.39 |
| 60 | 3.87 | 4.07 | 4.27 | 4.46 | 4.61 | 4.73 | 4.80 |
| 65 | 3.94 | 4.18 | 4.45 | 4.73 | 4.98 | 5.19 | 5.32 |
| 70 | 3.99 | 4.27 | 4.61 | 4.99 | 5.37 | 5.70 | 5.94 |
| 75 | 4.02 | 4.34 | 4.73 | 5.20 | 5.72 | 6.21 | 6.60 |
| 80 | 4.05 | 4.38 | 4.81 | 5.35 | 6.00 | 6.67 | 7.24 |
| 85 and over | 4.06 | 4.40 | 4.86 | 5.45 | 6.18 | 7.00 | 7.75 |

* See Section 8.3

Monthly payment rates are based on 3 1/2% interest, the 1983 Table a mortality table with Projection Scale C and an expense charge of 1 1/2%. Mortality improvements are projected for 16 years plus the remaining life of the Annuitant.

WAIVER OF PREMIUM BENEFIT

1. THE BENEFIT

Disability Before Age 60. If total disability of the Insured starts on or before the policy anniversary nearest his 60th birthday, the Company will waive all premiums that come due on the policy as long as the total disability continues.

Disability After Age 60. If total disability of the Insured starts after the policy anniversary nearest his 60th birthday, the Company will waive those premiums that come due on the policy as long as the total disability continues, but only to the policy anniversary that is nearest his 65th birthday.

Premium Waived On An Annual Basis. Even if premiums have been paid more often than every 12 months, a premium waived on a policy anniversary will be an annual premium.

Refund Of Premium. The Company will refund that portion of a premium paid which applies to a period beyond the policy month in which the total disability began.

Premium For Benefit. The premium for this Benefit is shown on page 3.

2. TOTAL DISABILITY

Definition Of Total Disability. A total disability is one which prevents the Insured from engaging in an occupation. For the first 24 months of total disability, an occupation is the one that the Insured had at the time he became disabled. After 24 months, an occupation is one for which the Insured is qualified by education, training or experience. Due regard will be given to his vocation and earnings before he became disabled.

Disabilities Covered By This Benefit. Premiums are waived for total disability only if:

- the Insured becomes disabled while this Benefit is in force;
- the disability results from an accident or sickness; and
- the disability lasts for at least six months.

Presumptive Total Disability. Even if the Insured is able to work, he will be considered totally disabled if he incurs the total and irrecoverable loss of:

- sight of both eyes;
- use of both hands;
- use of both feet;
- use of one hand and one foot;
- speech; or
- hearing in both ears.

The loss must occur while this Benefit is in force.

3. PROOF OF DISABILITY

Before any premium is waived, proof of total disability must be given to the Company:

- while the Insured is living; and
- while the Insured is totally disabled.

However, the claim will not be affected if the proof is given as soon as reasonably possible.

4. PROOF THAT DISABILITY HAS CONTINUED

Proof that the total disability has continued may be required once a year. If the proof is not given when it is required, no more premiums will be waived. The Company will not require proof that the disability continues beyond the policy anniversary that is nearest the 65th birthday of the Insured.

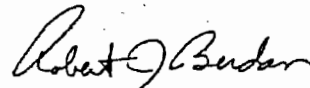
5. PAYMENT OF PREMIUM

A premium that comes due while the Insured is disabled, but before the Company has approved the claim, is payable and should be paid. A premium that is paid and later waived will be refunded. A premium that is not paid will be waived if the total disability began before the end of the grace period.

6. TERMINATION OF BENEFIT

This Benefit will terminate on the policy anniversary that is nearest the 65th birthday of the Insured, unless he has been totally disabled since the policy anniversary that is nearest his 60th birthday. It will terminate earlier:

- when the policy terminates.
- when the policy becomes extended term or paid-up insurance.
- when the Owner's written request is received at the Home Office.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY